

<b>AWARD/CONTRACT</b>		<b>1. This Contract Is A Rated Order Under DPAS (15 CFR 700)</b>		<b>Rating</b> DOA4		<b>Page</b> 1 <b>Of</b> 25	
<b>2. Contract (Proc. Inst. Ident) No.</b> W56HZV-04-C-0054		<b>3. Effective Date</b> 2003DEC15		<b>4. Requisition/Purchase Request/Project No.</b> SEE SCHEDULE			
<b>5. Issued By</b> TACOM WARREN BLDG 231 AMSTA-AQ-ABGB DOUG SCHROEDER (586)574-8072 WARREN, MICHIGAN 48397-5000  HTTP://CONTRACTING.TACOM.ARMY.MIL  <b>e-mail address:</b> SCHROEDD@TACOM.ARMY.MIL		<b>Code</b> W56HZV		<b>6. Administered By (If Other Than Item 5)</b> DCMA SAN FRANCISCO P.O. BOX 232 700 EAST ROTH ROAD, BLDG 330 FRENCH CAMP CA 95231-0232  <b>SCD</b> C <b>PAS</b> NONE <b>ADP</b> PT HQ0339		<b>Code</b> S0507A	
<b>7. Name And Address Of Contractor (No. Street, City, County, State, And Zip Code)</b> ANALATOM INCORPORATED 540 WEDDELL DRIVE, SUITE 9 SUNNYVALE, CA. 94089  TYPE BUSINESS: Other Small Business Performing in U.S.				<b>8. Delivery</b> <input type="checkbox"/> FOB Origin <input checked="" type="checkbox"/> Other (See Below) SEE SCHEDULE			
				<b>9. Discount For Prompt Payment</b>			
<b>Code</b> 0A2C5 <b>Facility Code</b>				<b>10. Submit Invoices (4 Copies Unless Otherwise Specified)</b>		<b>Item</b> 12	
<b>11. Ship To/Mark For</b> SEE SCHEDULE				<b>12. Payment Will Be Made By</b> DFAS - COLUMBUS CENTER DFAS-CO/WEST ENTITLEMENT OPERATIONS P.O. BOX 182381 COLUMBUS, OH 43218-2381		<b>Code</b> HQ0339	
<b>13. Authority For Using Other Than Full And Open Competition:</b> <input type="checkbox"/> 10 U.S.C. 2304(c)( ) <input type="checkbox"/> 41 U.S.C. 253(c)( )				<b>14. Accounting And Appropriation Data</b> ACRN: AA 21 42040000046N6N7EP665502255Y S20113 W56HZV			
<b>15A. Item No.</b> SEE SCHEDULE		<b>15B. Schedule Of Supplies/Services</b> CONTRACT TYPE: Cost-Plus-Fixed-Fee		<b>15C. Quantity</b>		<b>15D. Unit</b>	
				<b>15E. Unit Price</b>		<b>15F. Amount</b>	
				<b>15G. Total Amount Of Contract</b> \$729,999.00			
<b>16. Table Of Contents</b>							
(X)	Section	Description	Page(s)	(X)	Section	Description	Page(s)
<b>Part I - The Schedule</b>				<b>Part II - Contract Clauses</b>			
X	A	Solicitation/Contract Form	1	X	I	Contract Clauses	16
X	B	Supplies or Services and Prices/Costs	2	<b>Part III - List Of Documents, Exhibits, And Other Attachments</b>			
X	C	Description/Specs./Work Statement	6	X	J	List of Attachments	25
X	D	Packaging and Marking	8	<b>Part IV - Representations And Instructions</b>			
X	E	Inspection and Acceptance	9		K	Representations, Certifications, and Other Statements of Offerors	
X	F	Deliveries or Performance	10				
X	G	Contract Administration Data	11		L	Instrs., Conds., and Notices to Offerors	
X	H	Special Contract Requirements	13		M	Evaluation Factors for Award	
<b>Contracting Officer Will Complete Item 17 Or 18 As Applicable</b>							
<b>17.</b> <input checked="" type="checkbox"/> Contractor's Negotiated Agreement (Contractor is required to sign this document and return 2 signed copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)				<b>18.</b> <input type="checkbox"/> Award (Contractor is not required to sign this document.) Your offer on Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.			
<b>19A. Name And Title Of Signer (Type Or Print)</b>				<b>20A. Name Of Contracting Officer</b> WYMAN E. YOUNG II YOUNGE@TACOM.ARMY.MIL (586)574-8093			
<b>19B. Name of Contractor</b>  By _____ (Signature of person authorized to sign)		<b>19c. Date Signed</b>		<b>20B. United States Of America</b>  By _____ /SIGNED/ (Signature of Contracting Officer)		<b>20C. Date Signed</b> 2003DEC15	

**Name of Offeror or Contractor:** ANALATOM INCORPORATED

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS				
0001	<div>SERVICES LINE ITEM</div> <div>NOUN: PHASE II SBIR SECURITY CLASS: Unclassified</div> <div>Contractor shall furnish all the supplies and services to accomplish the tasks specified in Section C "Scope of Work".</div> <div>Estimated Cost: \$682,242 Fixed Fee: \$ 47,757 Total Amount: \$729,999</div> <div>(End of narrative B001)</div> <div>Inspection and Acceptance INSPECTION: Destination      ACCEPTANCE: Destination</div> <div>Deliveries or Performance DLVR SCH      PERF COMPL REL CD      QUANTITY      DATE 001      1      30-DEC-2004 (E)</div> <div>\$      729,999.00</div>	1	EA		\$ 729,999.00
000101	<div>SERVICES LINE ITEM</div> <div>NOUN: FY04 PHII SBIR ANALATOM INC. PRON: E142C020EH      PRON AMD: 01      ACRN: AA AMS CD: 665502M4055 (AMOUNT: \$ 365,089.00)</div>				
0002	<div>DATA ITEM</div> <div>SECURITY CLASS: Unclassified</div>				
A001	<div>DATA ITEM</div> <div>SECURITY CLASS: Unclassified</div> <div>Inspection and Acceptance INSPECTION: Destination      ACCEPTANCE: Destination</div>		EA	\$ ** NSP **	\$ ** NSP **

Name of Offeror or Contractor: ANALATOM INCORPORATED

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
A002	<div>DATA ITEM</div> <div>SECURITY CLASS: Unclassified</div> <div>Packaging and Marking</div> <div>Inspection and Acceptance</div> <div>INSPECTION: DestinationACCEPTANCE: Destination</div> <div>Deliveries or Performance</div> <div>DOC SUPPL</div> <div>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</div> <div>0013</div> <div>DEL REL CD QUANTITY DEL DATE</div> <div>0011SEE DD FORM 1423</div> <div>FOB POINT: Destination</div> <div>SHIP TO: PARCEL POST ADDRESS</div> <div>(Y00003) SEE NARRATIVE ON DD 1423</div>	1	EA	\$ ** NSP **	\$ ** NSP **

Name of Offeror or Contractor: ANALATOM INCORPORATED

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
A003	<div><div>DATA ITEM</div><div>SECURITY CLASS: Unclassified</div><div>Packaging and Marking</div><div>Inspection and Acceptance INSPECTION: DestinationACCEPTANCE: Destination</div><div>Deliveries or Performance DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 0013 DEL REL CD QUANTITY DEL DATE 0011SEE DD FORM 1423</div><div>FOB POINT: Destination</div><div>SHIP TO: PARCEL POST ADDRESS (Y00003) SEE NARRATIVE ON DD 1423</div></div>	1	EA	\$ ** NSP **	\$ ** NSP **

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> W56HZV-04-C-0054 <b>MOD/AMD</b>	<b>Page</b> 5 <b>of</b> 25
<b>Name of Offeror or Contractor:</b> ANALATOM INCORPORATED		

B.1      Estimated Cost and Payment

B.1.1      The estimated cost for performance of the work required under this contract is set forth in CLIN 0001, which shall constitute the estimated cost for the purpose of the Contract Clause hereof entitled LIMITATION OF FUNDS.

B.1.2      Allowable cost shall be determined, and payment thereof shall be provided, in accordance with the Contract Clause hereof entitled ALLOWABLE COST AND PAYMENT.

B.2      Payment

The contractor may submit public vouchers monthly for payment under this contract. The Paying Office shall disburse funds in accordance with paragraph G.1 of this contract entitled "Special Paying Instructions - Pay Oldest Money First (MAR2000)".

B.3      Funding

B.3.1      The Government shall provide funds under this contract covering the estimated cost and fixed fee hereof on an incremental basis as provided for in the following funding schedule and pursuant to the Contract Clause entitled LIMITATION OF FUNDS. It is estimated that the incremental amounts are sufficient for the performance of work in each of cited periods. The Government may, at its discretion, allot such funds on an incremental basis within each fiscal year. The contractor shall so plan and execute the work required by this contract as to expend and/or commit funds compatible with the schedule set forth below. Whenever the contractor has reason to believe that the funds allotted to this contract for any fiscal year are either insufficient or excessive for the performance of work required in that fiscal year, the Government shall be so notified.

B.3.2      Funding Schedule

<u>Performance Period</u>	<u>Amount</u>
FY03 - Award through Dec 2004	\$ 365,089
FY04 - Dec 2004 through completion	\$ 364,910

B.4      Funds Obligated. The amount of funds currently obligated to this contract is \$ 365,089

\*\*\* END OF NARRATIVE B 001 \*\*\*

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> W56HZV-04-C-0054 <b>MOD/AMD</b>	<b>Page</b> 6 <b>of</b> 25
<b>Name of Offeror or Contractor:</b> ANALATOM INCORPORATED		

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 Introduction

The contractor, acting as an independent contractor and not as an agent of the Government, shall provide the necessary personnel, facilities, materials, and services to perform the SOW below, related to the contractor's phase II proposal A2-0997, "Micro Electro Mechanical Systems (MEMS) Applications for Automotive Diagnostics."

C.2 Background - Phase I

An existing problem for engine management sensing is that in-cylinder pressure and temperature sensor systems are too costly to implement. In Phase I, The contractor has shown that the development of the proposed device will solve both technical and economic problems with sensors that are currently available. The MEMS construction technique will allow for mass production of the device with good homogeneity and low unit cost in the \$5.00 range. The contractor proposes a combined MEMS pressure and temperature sensor for measuring the real-time combustion conditions of each cylinder in an internal combustion engine.

C.3 SOW for Phase II

The Contractor shall accomplish the following:

C.3.1 Design, fabricate, test, demonstrate, and deliver three prototype sensor systems. A sensing system includes one sensing element, the sensor electronics, the software and hardware system for each, for sampling, and communicating data about the in-cylinder temperature and pressure of an engine, such as in the Family of Medium Tactical Vehicles (FMTV), or a similar vehicle.

C.3.2 The prototype sensor systems, which includes the sensing element, the sensor electronics, software, and user interface shall meet the following requirements:

C.3.2.1 The sensor must have an operating pressure range of 0 to 30kpsi with an accuracy of +- 3 psi, and an over pressure capability of twice the pressure range.

C.3.2.2 The sensor shall have the capability of working in a continuous operating temperature sensor range of -40C to 350C. This shall be included in the system test results supplied by the contractor.

C.3.2.3 The sensor shall have a frequency response of 0.01Hz to 30kHz.

C.3.2.4 The sensor shall have a temperature sensitivity of plus or minus 1.00%.

C.3.2.5 The sensor shall have a signal to noise ratio (SNR) of 2000:1 at 15kHz.

C.3.2.6 The sensor shall have an expected lifetime of 0.5x10<sup>9</sup> cycles. (approximately 4,000 hours)

C.3.2.7 The finished sensor should be in a thickness range so that they can be fitted to an engine (of an FMTV or equivalent) without the need to machine or modify the engine or cylinder head and without affecting the performance of the engine.

C.3.2.8 The prototype system shall be able to obtain samples of pressure and temperature to accurately determine the condition inside cylinders of an FMTV engine or equivalent.

C.3.2.9 The prototype system shall be able to operate from a 12, 24, or 42 volt system.

C.3.2.10 When the prototype system has determined that the engine has reached a suitable temperature for condition measurement (the specifics of which The contractor shall define and document), it (the prototype system) shall be able to transmit a message to communicate the condition in the cylinder of an engine within 10 seconds after (i) a request (e.g., either by a vehicle operator or a maintenance technician), or (ii) the prototype system has detected a change of the condition inside the cylinder from "acceptable" to "unacceptable."

C.3.2.11 The prototype system shall be able to transmit a notification message, to a Contractor-provided vehicle display, that will provide the temperature and pressure inside the cylinder. The prototype shall identify a problem condition that may result from sudden changes in the values of the temperature and pressure.

C.3.2.12 Since the sensing element will be located within the cylinder head, the prototype system shall transfer the data from the sensing element to the user in a way that will not affect the performance of the engine, which includes the vehicles electrical system and will not require any modification of the engine.

C.3.2.13 The prototype system shall be compatible with Product Manager (PM) Test, Measurement, and Diagnostic Equipment's (TMDE) Predictive Maintenance Module (PMM) software.

C.3.2.14 The prototype system shall also be capable of communicating to a user interface that will be Windows NT 4.0 and XP compliant.

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> W56HZV-04-C-0054 <b>MOD/AMD</b>	<b>Page</b> 7 <b>of</b> 25
<b>Name of Offeror or Contractor:</b> ANALATOM INCORPORATED		

C.3.3 Testing  
The contractor shall prepare a system-level test plan for COR approval or disapproval. Once the COR approves the contractor's test plan, the contractor shall proceed with testing and the results will be submitted for the COR's review. The contractor shall design the testing to demonstrate that their prototype system can meet the requirements in this SOW by subjecting the sensing system prototype to different temperatures and pressures within the cylinders in a diesel internal combustion engine. The contractor should pay special attention to the following during testing: clogging of the sensor, placement of the sensor with regard to hole spacing problems in the gasket.

C.3.4 Installation  
Following testing, the contractor shall install one of the prototype systems in a Government-owned demonstration vehicle (at TACOM-Warren) similar to an FMTV vehicle. The contractor shall ensure the installed prototype is operating properly. The contractor shall also install one prototype into a technology demonstration simulator that will be provided by the government. The contractor is responsible for including and installing the hardware and the software for a simulation of the hardware to be integrated into the simulation platform. Note: The contractor does not need to retest the prototype in the demonstration vehicle. The contractor is not responsible for maintaining the installed prototype in either the vehicle or technology demonstrator.

C.4 Meetings

C.4.1 The contractor shall plan and conduct a one (1) day kickoff meeting to explain their plans for accomplishing the Phase II SOW above.

C.4.2 The contractor shall plan and conduct interim progress review meetings (approximately one (1) to two (2) hours) every four (4) months, starting four (4) months after contract award. These meetings shall be conducted by teleconference, video conference or live presentations as agreed upon by the COR.

C.4.3 The contractor shall plan and conduct two (2) hardware/software demonstrations: the first demonstration at twelve (12) months and the second demonstration at twenty-four (24) months after contract award. The twelve month demonstration shall show the status of hardware and software development and operation at the mid-point of this project. The twenty-fourth month demonstration shall show the complete multi-tasked in-cylinder pressure and temperature sensor system developed accordingly and performing as described in Section C.3 above.

C.4.4 All meetings/demonstrations shall be held at TACOM, unless otherwise agreed on by the contractor and the COR.

C.5 Deliverables

C.5.1 Progress Reports. The contractor shall submit progress reports in accordance with (IAW) Exhibit A, Contract Data Requirements List (CDRL), Data Item No. A001.

C.5.2 Interim Technical Reports. The contractor shall prepare and submit a draft scientific and technical report IAW Exhibit A, CDRL, Data Item No. A002.

C.5.3 Presentation Materials. The contractor shall prepare and deliver presentation materials IAW Appendix A, CDRL, Data Item No. A003. These presentation materials may be publicly displayed at government locations, or at professional or industry trade shows or conferences. One three panel display is to be delivered at sixteen months and a final three panel display shall be delivered at twenty four months in accordance with data item A003.

C.5.4 Prototypes. The contractor shall deliver three functional sensor systems by twenty-four (24) months after contract award, where each sensor system that has been designed and verified to operate in a real environment with electronics and software and any hardware necessary to get the sensing data back to the user. The system shall include both hardware and software, including any modeling and simulations, including the source code for all software, and shall be capable of performing as discussed in Section C.3 above. Note: It is understood that one of the three delivered prototypes will include one such prototype installed by the contractor in the Government-owned demonstration vehicle and another will be installed by the contractor in a technology demonstration simulator as noted in C.3.4.

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> W56HZV-04-C-0054 <b>MOD/AMD</b>	<b>Page</b> 8 <b>of</b> 25
<b>Name of Offeror or Contractor:</b> ANALATOM INCORPORATED		

SECTION D - PACKAGING AND MARKING

D.1. PACKAGING AND PACKING

All items deliverable under this contract shall be packaged and packed in accordance with standard commercial practice in order to assure arrival at Destination without damage or loss.

D.2 MARKING

All technical data deliverable under this contract shall be identified by the prime contractor, the name and address of the prime contractor, and where applicable, the name and address of the subcontractor who generated the data.

\*\*\* END OF NARRATIVE D 001 \*\*\*



CONTINUATION SHEET	Reference No. of Document Being Continued		Page 9 of 25
	PIIN/SIIN W56HZV-04-C-0054	MOD/AMD	

Name of Offeror or Contractor: ANALATOM INCORPORATED

SECTION E - INSPECTION AND ACCEPTANCE

	Regulatory Cite	Title	Date
E-1	52.246-8	INSPECTION OF RESEARCH AND DEVELOPMENT -- COST-REIMBURSEMENT	MAY/2001

E.1 FINAL INSPECTION AND ACCEPTANCE

Final inspection and acceptance of all contract deliverables submitted in accordance with the terms of this contract will be made at Destination by the Contracting Officer or his duly appointed Technical Representative.

\*\*\* END OF NARRATIVE E 001 \*\*\*

SECTION F - DELIVERIES OR PERFORMANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
F-1	52.242-15	STOP WORK ORDER--(ALTERNATE I dated APR 1984)	AUG/1989
F-2	52.247-34	F.O.B. DESTINATION	NOV/1991

F.1 Delivery

F.1.1 All items called for in this contract shall be delivered FOB Destination to:

U.S. Army Tank-automotive and Armaments Command  
ATTN: AMSTA-TR-R, MS 263, Andrew J. Scott  
6501 E. 11 Mile Rd.  
Warren, MI 48397-5000

F.1.2 Delivery of Data set forth in the contract shall be in accordance with DD Form 1423 attached.

F.2 Performance

F.2.1 The period of performance of the contract shall be two years from the date of award, including submission of the final technical report and the final briefing.

F.2.2 See section C.4 for a complete list of deliverables and when they are due.

\*\*\* END OF NARRATIVE F 001 \*\*\*

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> W56HZV-04-C-0054 <b>MOD/AMD</b>	<b>Page 11 of 25</b>
<b>Name of Offeror or Contractor:</b> ANALATOM INCORPORATED		

SECTION G - CONTRACT ADMINISTRATION DATA

LINE	PRON/ AMS CD/ MIPR	OBLG ACRN	STAT	ACCOUNTING CLASSIFICATION	JOB ORDER	ACCOUNTING STATION	OBLIGATED AMOUNT
000101	E142C020EH	AA	2	21 42040000046N6N7EP665502255Y S20113	42C020	W56HZV \$	365,089.00
	665502M4055						
						TOTAL \$	365,089.00

SERVICE NAME	TOTAL BY ACRN	ACCOUNTING CLASSIFICATION	ACCOUNTING STATION	OBLIGATED AMOUNT
Army	AA	21 42040000046N6N7EP665502255Y S20113	W56HZV	\$ 365,089.00
			TOTAL	\$ 365,089.00

Regulatory Cite	Title	Date
G-1	52.242-4016 (TACOM) COMMUNICATIONS	MAY/2000

(a) Communications on technical matters pertaining to the contract shall be direct between the contractor and the Technical Representative. Communications for the Technical Representative shall be addressed to:

Name: Andrew J. Scott  
e-mail: scottan@tacom.army.mil

(b) The Administrative Contracting Officer's (ACO) name and email address are also provided if known at this time:

ACO: James J. Liberatore  
e-mail: JLiberatore@dcmdw.dcm.army.mil

(c) Please see the appointment letters prepared at time of contract award for functions the Technical Representative and ACO will perform on this contract.

[End of Clause]

G-2	252.201-7000	CONTRACTING OFFICER'S REPRESENTATIVE	DEC/1991
-----	--------------	--------------------------------------	----------

(a) Definition. Contracting Officer's Representative means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

[End of Clause]

G-3	52.227-4004 (TACOM)	RELEASE OF INFORMATION	OCT/2003
-----	------------------------	------------------------	----------

The contractor shall ensure that he complies with the requirements of Chapter 5, page 22, paragraph 5-48, of AR 360-1, The Army Public Affairs Program, dated 15 Oct 2000, prior to contemplated release of any procurement information. Approval of the Contracting Officer is required prior to release of any such information. AR 360-1 may be found at [http://www.usapa.army.mil/pdffiles/r360\\_1.pdf](http://www.usapa.army.mil/pdffiles/r360_1.pdf).

[End of clause]  
\*\*\*

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 12 of 25
	PIIN/SIIN	W56HZV-04-C-0054	MOD/AMD

Name of Offeror or Contractor: ANALATOM INCORPORATED

G-4	52.232-4005	INVOICE INFORMATION REQUIREMENT	JAN/1988
	(TACOM)		

On each payment request submitted, the Contractor shall identify each affected Contract Line Item Number (CLIN), sub-CLIN, and/or work directive, together with the related dollar amounts. This requirement does not diminish or restrict any other requirement of this contract.

\*\*\*

G.1 (TACOM) SPECIAL PAYING INSTRUCTIONS: PAY OLDEST MONEY FIRST (MAR 2000)

This contract currently is funded (or later will be funded) by two or more separate funding documents, as shown in Section G of the contract by the presence of more than one long-line accounting classification for the Contract Line Item Numbers (CLINs) in the contract schedule. The funding represents (or later will represent) appropriations made available for obligation in more than one fiscal year.

In order for disbursements under the contract to be paid appropriately, the following requirements apply to the paying office:

The PAYING OFFICE: shall determine the total amount requested on each invoice or payment voucher received against the contract. Each payment shall be made against the oldest funding line(s) in the contract for which funds remain available. If the oldest fiscal year is represented by two or more accounting lines that still contain funds, payment shall be made equally against all accounting lines representing the oldest fiscal year until such lines are completely disbursed.

Example: the contract includes one accounting line from fiscal year 1999 and two accounting lines from fiscal year 2000. Result: disbursements against new invoices are made on the fiscal 1999 accounting line until it is completely disbursed, before any disbursements are made against the fiscal year 2000 accounting lines. Once disbursements start against the fiscal year 2000 lines, those payments will be split equally between the two available fiscal 2000 lines.

\*\*\* END OF NARRATIVE G 001 \*\*\*

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 13 of 25
	PIIN/SIIN	MOD/AMD	
Name of Offeror or Contractor: ANALATOM INCORPORATED			

SECTION H - SPECIAL CONTRACT REQUIREMENTS

	Regulatory Cite	Title	Date
H-1	252.204-7000	DISCLOSURE OF INFORMATION	DEC/1991
H-2	252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
H-3	252.223-7006	PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS	APR/1993
H-4	252.225-7001	BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM	APR/2003
H-5	252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	APR/2003
H-6	252.225-7004	REPORTING OF CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES	APR/2003
H-7	252.225-7009	DUTY-FREE-ENTRY--QUALIFYING COUNTRY SUPPLIES (END PRODUCTS AND COMPONENTS)	AUG/2000
H-8	252.225-7010	DUTY-FREE ENTRY--ADDITIONAL PROVISIONS	AUG/2000
H-9	252.225-7013	DUTY-FREE ENTRY	APR/2003
H-10	252.227-7036	DECLARATION OF TECHNICAL DATA CONFORMITY	JAN/1997
H-11	252.227-7037	VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA	SEP/1999
H-12	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
H-13	252.235-7011	FINAL SCIENTIFIC OR TECHNICAL REPORT	SEP/1999
H-14	252.242-7004	MATERIAL MANAGEMENT AND ACCOUNTING SYSTEM	DEC/2000
H-15	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	MAR/2003
H-16	252.246-7001	WARRANTY OF DATA	DEC/1991
H-17	252.227-7039	PATENTS -- REPORTING OF SUBJECT INVENTIONS	APR/1990

The Contractor shall furnish the Contracting Officer the following:

(a) Interim reports every twelve (12) months (or such longer period as may be specified by the Contracting Officer) from the date of the contract, listing subject inventions during that period and stating that all subject inventions have been disclosed or that there are no such inventions.

(b) A final report, within three (3) months after completion of the contracted work, listing all subject inventions or stating that there were no such inventions.

(c) Upon request, the filing date, serial number and title, a copy of the patent application and patent number, and issue data for any subject invention for which the Contractor has retained title.

(d) Upon request, the Contractor shall furnish the Government an irrevocable power to inspect and make copies of the patent application file.

(End of clause)

H-18	52.204-4005 (TACOM)	REQUIRED USE OF ELECTRONIC CONTRACTING	DEC/2002
------	------------------------	--	----------

(a) All contract awards, modifications and delivery orders issued by TACOM will be issued electronically. The contractor has the option to receive these actions either via the Worldwide Web (WWW) or Electronic Data Interchange (EDI). Many provisions and clauses appear "by reference," meaning only clause titles and regulation site are listed; their full texts can be found at the website <http://farsite.hill.af.mil/>

(b) In order to be eligible to receive an award under this solicitation, the successful offeror must be registered with the Department of Defense (DOD) Central Contractor Registration (CCR). The CCR registration process may be done electronically at the World Wide Web (WWW) site: <http://www.ccr.gov/>. (In order to be registered to use EDI, you must use the long form for registration. Certification information, including information on the EDI 838 TPP, must be furnished to the Contracting Officer within 60 calendar days after contract award to complete networking requirements within the Government.)

(c) Worldwide Web Distribution. The contractor will receive an electronic Notice of the Award, Modification, or Delivery Order via e-mail. If you choose the WWW option, you must download the file from the appropriate TACOM webpage:

Warren: [http://contracting.tacom.army.mil/awards\\_official.htm](http://contracting.tacom.army.mil/awards_official.htm)  
Rock Island: <http://aais.ria.army.mil/AAIS/AWDINFO/index.htm>  
Picatinny: <http://procnnet.pica.army.mil/Contracts/Index.htm>  
Red River Army Depot: <http://www.redriver.army.mil/contracting/Awards>  
Anniston Army Depot: <http://www.anadprocnnet.army.mil>

(d) Electronic Data Interchange. If you choose to receive contract awards, modifications and delivery orders through EDI, they will be delivered electronically via the Federal Acquisition Network (FACNET). Federal Standard Version 3050 of Standard X12 from the

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> W56HZV-04-C-0054 <b>MOD/AMD</b>	<b>Page 14 of 25</b>
<b>Name of Offeror or Contractor:</b> ANALATOM INCORPORATED		

American National Standards Institute (ANSI) will be used as the format for these electronic transactions.

(1) You must complete the EDI 838 Trading Partner Profile, and must agree (i) to subcontract with a DoD certified VAN or Value Added Service (VAS) provider, or (ii) to become DoD certified as a Value Added Network (VAN). The EDI 838 Training Partner Profile is contained in the basic CCR registration form and includes portions of the registration form which are titled "Optional".

(2) You must select a VAN from the official DoD approved list. DoD Certified VANs are listed at <http://www.acq.osd.mil/ec/ecip/index.htm> . If your VAN is later removed from the official list, or if you voluntarily drop your initially selected VAN, then you must switch to a VAN that remains on the official DoD approved list. You must maintain an active account on a DoD approved VAN for the entire duration of the contract, beginning no later than the 60th day after award.

(e) Unless otherwise specified elsewhere in the contract, all data items you are required to provide under this contract must be submitted electronically. Acceptable formats include:

- (1) Microsoft\* 97 Office Products (TACOM can currently read OFFICE 97\* and lower.): Word, Excel, Powerpoint, or Access
- (2) 100 OR 250 MEGABYTE ZIP\*-DISK, 3 1/2 INCH DISK, OR 650 MEGABYTE CD ROM
- (3) E-MAIL (Maximum size of each e-mail message is be three and one-half (3.5) megabytes).

(4) Other electronic formats. Before submitting your data in any other electronic format, please e-mail the buyer identified on the face of the contract, with e-mail copy-furnished to [amsta-idq@tacom.army.mil](mailto:amsta-idq@tacom.army.mil), to obtain a decision as to the format's acceptability. This e-mail must be received by the buyer not later than ten calendar days before the required data submission date.

NOTE: The above formats may be submitted in compressed form using self-extracting files.

(f) Additional information can be obtained by sending a message to: [acqcenweb@tacom.army.mil](mailto:acqcenweb@tacom.army.mil) or by calling (586) 574-7059.  
[End of Clause]

H-19	52.216-4008 (TACOM)	STATUS OF FUNDS ON COST REIMBURSEMENT CONTRACTS/CLINS	JUN/1989
------	------------------------	---	----------

(a) The Contractor shall review the funding as it relates to work performed on the cost-reimbursement Contract Line Item Numbers (CLINs) under this contract and shall provide to the Procuring Contracting Officer (PCO) a written determination of what, if any, funds are excess to requirements (leaving a reasonable amount for final overhead rate negotiations and other reasonably predicted requirements) and are available for deobligation. This review shall be coordinated with the Administrative Contracting Officer (ACO), and the written determination shall be accomplished within 120 days of completion of performance under the CLIN. The report shall be prepared in terms of dollars available per Purchase Request Order Number (PRON), unless requested otherwise by the PCO.

(b) This report may be requested in writing by the PCO on additional occasions during the course of performance of work on cost-reimbursable CLINs contained in this contract. On such occasions, the written report shall be provided to the PCO within 14 days of Contractor receipt of the written request.  
  
(End of clause)

H-20	52.246-4026 (TACOM)	LOCAL ADDRESSES FOR DD FORM 250	MAR/2002
------	------------------------	---------------------------------	----------

(a) The contractor must provide a copy of each Material Inspection and Receiving Report (DD 250) pertaining to this contract, to the addresses given below, using either of the following methods:

- (1) Our first preference is for you to use electronic mail (e-mail), using the following e-mail address:  
  
DD250@tacom.army.mil
- (2) Our second preference is for you to use data facsimile (datafax) transmission, using this fax number:  
  
(586) 574-7552 and use "DD250 mailbox" in the "to:" block of your fax cover or header sheet.

In either method, do not mix DD250s from more than one contract in a single transmmission. That is, you may submit multiple DD250s in a single transmission, but they must all be against the same contract.

(b) These copies meet the requirements for the Purchasing Office copy and the Army Inventory Control Manager copy listed in tables 1 and 2 of DFARS Appendix F.

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> W56HZV-04-C-0054 <b>MOD/AMD</b>	<b>Page</b> 15 <b>of</b> 25
<b>Name of Offeror or Contractor:</b> ANALATOM INCORPORATED		

(c) The DD250 form may be found, in three different formats, on the World Wide Web at <http://webl.whs.osd.mil/icdhome/DD-0999.htm>

[End of Clause]

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 16 of 25
	PIIN/SIIN W56HZV-04-C-0054	MOD/AMD	
Name of Offeror or Contractor: ANALATOM INCORPORATED			

SECTION I - CONTRACT CLAUSES

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <http://farsite.hill.af.mil/>

[End of Clause]

	Regulatory Cite	Title	Date
I-1	52.202-1	DEFINITIONS	DEC/2001
I-2	52.203-3	GRATUITIES	APR/1984
I-3	52.203-5	COVENANT AGAINST CONTINGENT FEES	APR/1984
I-4	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL/1995
I-5	52.203-7	ANTI-KICKBACK PROCEDURES	JUL/1995
I-6	52.203-8	CANCELLATION, RESCISSION AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-7	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-8	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN/2003
I-9	52.204-4	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER	AUG/2000
I-10	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUL/1995
I-11	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
I-12	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
I-13	52.215-2	AUDIT AND RECORDS - NEGOTIATIONS	JUN/1999
I-14	52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT/1997
I-15	52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA	OCT/1997
I-16	52.215-12	SUBCONTRACTOR COST OR PRICING DATA	OCT/1997
I-17	52.215-14	INTEGRITY OF UNIT PRICES (ALTERNATE I, (OCT 1997))	OCT/1997
I-18	52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS	DEC/1998
I-19	52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS	OCT/1997
I-20	52.215-19	NOTIFICATION OF OWNERSHIP CHANGES	OCT/1997
I-21	52.216-7	ALLOWABLE COST AND PAYMENT	DEC/2002
I-22	52.216-8	FIXED FEE	MAR/1997
I-23	52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE	JUN/2003
I-24	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	OCT/2000
I-25	52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN	JAN/2002
I-26	52.219-14	LIMITATIONS ON SUBCONTRACTING	DEC/1996
I-27	52.219-16	LIQUIDATED DAMAGES - SUBCONTRACTING PLAN	JAN/1999
I-28	52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB/1997
I-29	52.222-4	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT--OVERTIME COMPENSATION	SEP/2000
I-30	52.222-19	CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES	SEP/2002
I-31	52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT	DEC/1996
I-32	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
I-33	52.222-26	EQUAL OPPORTUNITY	APR/2002
I-34	52.222-35	AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	DEC/2001
I-35	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN/1998
I-36	52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC/2001
I-37	52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION	AUG/2003
I-38	52.223-6	DRUG FREE WORKPLACE	MAY/2001
I-39	52.223-14	TOXIC CHEMICAL RELEASE REPORTING	AUG/2003
I-40	52.225-8	DUTY-FREE ENTRY	FEB/2000
I-41	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUN/2003
I-42	52.226-1	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES	JUN/2000
I-43	52.227-1	AUTHORIZATION AND CONSENT (ALTERNATE I dated April 1984)	JUL/1995
I-44	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG/1996
I-45	52.227-11	PATENT RIGHTS--RETENTION BY THE CONTRACTOR (SHORT FORM)	JUN/1997
I-46	52.228-7	INSURANCE--LIABILITY TO THIRD PERSONS	MAR/1996
I-47	52.232-9	LIMITATION ON WITHHOLDING OF PAYMENTS	APR/1984
I-48	52.232-17	INTEREST	JUN/1996
I-49	52.232-20	LIMITATION OF COST	APR/1984



CONTINUATION SHEET	Reference No. of Document Being Continued		Page 17 of 25
	PIIN/SIIN W56HZV-04-C-0054	MOD/AMD	
Name of Offeror or Contractor: ANALATOM INCORPORATED			

	Regulatory Cite	Title	Date
I-50	52.232-22	LIMITATION OF FUNDS	APR/1984
I-51	52.232-23	ASSIGNMENT OF CLAIMS	JAN/1986
I-52	52.232-25	PROMPT PAYMENT	FEB/2002
I-53	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION	OCT/2003
I-54	52.233-1	DISPUTES	JUL/2002
I-55	52.233-3	PROTEST AFTER AWARD -- (ALTERNATE I, dated JUN 1985)	AUG/1996
I-56	52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR/1984
I-57	52.242-3	PENALTIES FOR UNALLOWABLE COSTS	MAY/2001
I-58	52.242-4	CERTIFICATION OF INDIRECT COSTS	JAN/1997
I-59	52.242-13	BANKRUPTCY	JUL/1995
I-60	52.243-2	CHANGES--COST-REIMBURSEMENT (ALTERNATE V, dated April 1984))	AUG/1987
I-61	52.244-2	SUBCONTRACTS (ALT I--AUG 1998)	AUG/1998
I-62	52.244-5	COMPETITION IN SUBCONTRACTING	DEC/1996
I-63	52.245-5	GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS) (Deviation, per DAR Tracking Number 99-00008, 13 July 99)	JUN/2003
I-64	52.246-23	LIMITATION OF LIABILITY	FEB/1997
I-65	52.249-6	TERMINATION (COST-REIMBURSEMENT)	SEP/1996
I-66	52.249-14	EXCUSABLE DELAYS	APR/1984
I-67	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-68	252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE CONTRACT-RELATED FELONIES	MAR/1999
I-69	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-70	252.209-7000	ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY	NOV/1995
I-71	252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY per DoD interim rule, Federal Register 27 Mar 98	MAR/1998
I-72	252.211-7005	SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS	FEB/2003
I-73	252.215-7000	PRICING ADJUSTMENTS	DEC/1991
I-74	252.215-7002	COST ESTIMATING SYSTEM REQUIREMENTS	OCT/1998
I-75	252.219-7003	SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS)	APR/1996
I-76	252.225-7004	REPORTING OF CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES	APR/2003
I-77	252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	FEB/2003
I-78	252.225-7014	PREFERENCE FOR DOMESTIC SPECIALTY METALS (ALT 1)	APR/2003
I-79	252.225-7016	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS	APR/2003
I-80	252.225-7025	RESTRICTION ON ACQUISITION OF FORGINGS	APR/2003
I-81	252.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL	APR/2003
I-82	252.227-7016	RIGHTS IN BID OR PROPOSAL INFORMATION	JUN/1995
I-83	252.227-7017	IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS	JUN/1995
I-84	252.227-7018	RIGHTS IN NONCOMMERCIAL TECHNICAL DATA AND COMPUTER SOFTWARE-- SMALL BUSINESS INNOVATIVE RESEARCH (SBIR) PROGRAM	JUN/1995
I-85	252.227-7030	TECHNICAL DATA--WITHHOLDING OF PAYMENT	MAR/2000
I-86	252.227-7034	PATENTS--SUBCONTRACTS	APR/1984
I-87	252.242-7000	POSTAWARD CONFERENCE	DEC/1991
I-88	252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT	MAR/1998
I-89	252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DoD CONTRACTS)	MAR/2000
I-90	52.222-2	PAYMENT FOR OVERTIME PREMIUMS	JUL/1990

(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed zero or the overtime premium is paid for work--

- (1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdown of production equipment, or occasional production bottlenecks of a sporadic nature;
- (2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;
- (3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or
- (4) That will result in lower overall costs to the Government.

<p style="text-align: center;"><b>CONTINUATION SHEET</b></p>	<p style="text-align: center;"><b>Reference No. of Document Being Continued</b></p> <p style="text-align: center;">PIIN/SIIN W56HZV-04-C-0054      MOD/AMD</p>	<p style="text-align: center;"><b>Page 18 of 25</b></p>
--	--	---

**Name of Offeror or Contractor:** ANALATOM INCORPORATED

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall--

- (1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;
- (2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;
- (3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and
- (4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

(End of clause)

I-91      52.243-7      NOTIFICATION OF CHANGES      APR/1984

(a) Definitions. Contracting Officer, as used in this clause, does not include any representative of the Contracting Officer. Specifically authorized representative (SAR), as used in this clause, means any person the Contracting Officer has so designated by written notice (a copy of which shall be provided to the Contractor) which shall refer to this subparagraph and shall be issued to the designated representative before the SAR exercises such authority.

(b) Notice. The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing promptly, within 30 calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state--

- (1) the date, nature, and circumstances of the conduct regarded as a change;
- (2) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;
- (3) The identification of any documents and the substance of any oral communication involved in such conduct;
- (4) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;
- (5) The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause, including--
  - (i) What contract line items have been or may be affected by the alleged change;
  - (ii) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;
  - (iii) To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;
  - (iv) What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and
- (6) The Contractor's estimate of the time by which the Government must respond to the Contractor's notice to minimize cost, delay or disruption of performance.

(c) Continued performance. Following submission of the notice required by (b) above, the Contractor shall diligently continue performance of this contract to the maximum extent possible in accordance with its terms and conditions as construed by the Contractor, unless the notice reports a direction of the Contracting Officer or a communication from a SAR of the Contracting Officer, in either of which events the Contractor shall continue performance; provided, however, that if the Contractor regards the direction or communication as a change as described in (b) above, notice shall be given in the manner provided. All directions, communications, interpretations, orders, and similar actions of the SAR shall be reduced to writing promptly and copies furnished to the Contractor and the Contracting Officer. The Contracting Officer shall promptly countermand any action which exceeds the authority of the SAR.

(d) Government response. The Contracting Officer shall promptly, within 30 calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either--

- (1) Confirm that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> W56HZV-04-C-0054 <b>MOD/AMD</b>	<b>Page 19 of 25</b>
<b>Name of Offeror or Contractor:</b> ANALATOM INCORPORATED		

further performance;

(2) Countermand any communication regarded as a change;

(3) Deny that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance; or

(4) In the event the Contractor's notice information is inadequate to make a decision under (1), (2), or (3) above, advise the Contractor what additional information is required, and establish the date by which it should be furnished and the date thereafter by which the Government will respond.

(e) Equitable adjustments.

(1) If the Contracting Officer confirms that Government conduct effected a change as alleged by the Contractor, and the conduct causes an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether changed or not changed by such conduct, an equitable adjustment shall be made--

(i) In the contract price or delivery schedule or both; and

(ii) In such other provisions of the contract as may be affected.

(2) The contract shall be modified in writing accordingly. In the case of drawings, designs or specifications which are defective and for which the Government is responsible, the equitable adjustment shall include the cost and time extension for delay reasonably incurred by the Contractor in attempting to comply with the defective drawings, designs or specifications before the Contractor identified, or should have identified, such defect. When the cost of property made obsolete or excess as a result of a change confirmed by the Contracting Officer under this clause is included in the equitable adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of the property. The equitable adjustment shall not include increased costs or time extensions for delay resulting from the Contractor's failure to provide notice or to continue performance as provided, respectively, in (b) and (c) above.

NOTE: The phrases contract price and cost wherever they appear in the clause, may be appropriately modified to apply to cost-reimbursement or incentive contracts, or to combinations thereof.

[End of Clause]

I-92            52.219-4            NOTICE OF PRICE EVALUATION FOR HUBZONE SMALL BUSINESS CONCERNS            JAN/1999

(a) Definition. HUBZone small business concern, as used in this clause, means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

(b) Evaluation preference.

(1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except--

(i) Offers from HUBZone small business concerns that have not waived the evaluation preference;

(ii) Otherwise successful offers from small business concerns;

(iii) Otherwise successful offers of eligible products under the Trade Agreements Act when the dollar threshold for application of the Act is exceeded (see 25.402 of the Federal Acquisition Regulation (FAR)); and

(iv) Otherwise successful offers where application of the factor would be inconsistent with a Memorandum of Understanding or other international agreement with a foreign government.

(2) The factor of 10 percent shall be applied on a line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor.

(3) A concern that is both a HUBZone small business concern and a small disadvantaged business concern will receive the benefit of both the HUBZone small business price evaluation preference and the small disadvantaged business price evaluation adjustment (see FAR clause 52.219-23). Each applicable price evaluation preference or adjustment shall be calculated independently against an offeror's base offer. These individual preference amounts shall be added together to arrive at the total evaluated price for that offer.

(c) Waiver of evaluation preference. A HUBZone small business concern may elect to waive the evaluation preference, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply if the

CONTINUATION SHEET	Reference No. of Document Being Continued PIN/SIIN W56HZV-04-C-0054 MOD/AMD	Page 20 of 25
Name of Offeror or Contractor: ANALATOM INCORPORATED		

offeror has waived the evaluation preference.

[ ] Offer elects to waive the evaluation preference.

(d) Agreement. A HUBZone small business concern agrees that in the performance of the contract, in the case of a contract for

(1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other HUBZone small business concerns;

(2) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other HUBZone small business concerns;

(3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns; or

(4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns.

(e) A HUBZone joint venture agrees that in the performance of the contract, the applicable percentage specified in paragraph (d) of this clause will be performed by the HUBZone small business participant or participants;

(f) A HUBZone small business concern nonmanufacturer agrees to furnish in performing this contract only end items manufactured or produced by HUBZone small business manufacturer concerns. This paragraph does not apply in connection with construction or service contracts.

[End of Clause]

I-93                    52.223-11                    OZONE-DEPLETING SUBSTANCES                    MAY/2001

(a) Definition. Ozone-depleting substance, as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR part 82 as--

(1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or

(2) Class II, including but not limited to, hydrochlorofluorocarbons.

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j(b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

WARNING: Contains (or manufactured with, if applicable) \_\_\_\_\_ \* \_\_\_\_\_, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

\*The Contractor shall insert the name of the substance(s).

[End of Clause]

I-94                    52.244-6                    SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS                    APR/2003

(a) Definitions. As used in this clause--

(1) "Commercial item," as used in this clause, has the meaning contained in the clause at 52.202-1, Definitions.

(2) "Subcontract," as used in this clause, includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c)

(1) The contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.219-8, Utilization of Small Business Concerns (OCT 2000)(15U.S.C. 637(d)(2) and (3)), in all subcontracts that

<p style="text-align: center;"><b>CONTINUATION SHEET</b></p>	<p style="text-align: center;"><b>Reference No. of Document Being Continued</b></p> <p style="text-align: center;"> <b>PIIN/SIIN</b> W56HZV-04-C-0054      <b>MOD/AMD</b> </p>	<p style="text-align: center;"><b>Page 21 of 25</b></p>
--	--	---

**Name of Offeror or Contractor:** ANALATOM INCORPORATED

offer subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

- (ii) 52.222-26, Equal Opportunity (APR 2002)(E.O. 11246);
- (iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212(a));
- (iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998)(29 U.S.C. 793);
- (v) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631) (flow down required in accordance with paragraph (d) of FAR clause 52.247-64).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimum number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

[End of Clause]

I-95	52.252-6	AUTHORIZED DEVIATIONS IN CLAUSES	APR/1984
------	----------	----------------------------------	----------

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the date of the clause.

(b) The use in this solicitation or contract of any DoD FAR Supplement (DFARS) (48 CFR 2) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the name of the regulation.

[End of Clause]

I-96	252.204-7004	REQUIRED CENTRAL CONTRACTOR REGISTRATION	NOV/2001
------	--------------	--	----------

- (a) Definitions. As used in this clause--
- (1) Central Contractor Registration (CCR) database means the primary DoD repository for contractor information required for the conduct of business with DoD.
  - (2) Data Universal Numbering System (DUNS) number means the 9-digit number assigned by Dun and Bradstreet Information Services to identify unique business entities.
  - (3) Data Universal Numbering System +4 (DUNS+4) number means the DUNS number assigned by Dun and Bradstreet plus a 4-digit suffix that may be assigned by a parent (controlling) business concern. This 4-digit suffix may be assigned at the discretion of the parent business concern for such purposes as identifying subunits or affiliates of the parent business concern.
  - (4) Registered in the CCR database means that all mandatory information, including the DUNS number or the DUNS+4 number, if applicable, and the corresponding Commercial and Government Entity (CAGE) code, is in the CCR database; the DUNS number and the CAGE code have been validated; and all edits have been successfully completed.

- (b)
- (1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee must be registered in the CCR database prior to award, during performance, and through final payment of any contract resulting from this solicitation, except for awards to foreign vendors for work to be performed outside the United States.
  - (2) The offeror shall provide its DUNS or, if applicable, its DUNS+4 number with its offer, which will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.
  - (3) Lack of registration in the CCR database will make an offeror ineligible for award.
  - (4) DoD has established a goal of registering an applicant in the CCR database within 48 hours after receipt of a complete and accurate application via the Internet. However, registration of an applicant submitting an application through a method other than

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> W56HZV-04-C-0054 <b>MOD/AMD</b>	<b>Page 22 of 25</b>
<b>Name of Offeror or Contractor:</b> ANALATOM INCORPORATED		

the Internet may take up to 30 days. Therefore, offerors that are not registered should consider applying for registration immediately upon receipt of this solicitation.

(c) The Contractor is responsible for the accuracy and completeness of the data within the CCR, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to confirm on an annual basis that its information in the CCR database is accurate and complete.

(d) Offerors and contractors may obtain information on registration and annual confirmation requirements by calling 1-888-227-2423, or via the Internet at <http://www.ccr.gov>.

[End of Clause]

I-97                    252.225-7015            PREFERENCE FOR DOMESTIC HAND OR MEASURING TOOLS                    DEC/1991  
The Contractor agrees to deliver under this contract only hand or measuring tools produced in the United States or its possessions.  
(End of clause)

I-98                    252.247-7023            TRANSPORTATION OF SUPPLIES BY SEA                    MAY/2002

- (a) Definitions. As used in this clause--
- (1) Components means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.
  - (2) Department of Defense (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.
  - (3) Foreign flag vessel means any vessel that is not a U.S.-flag vessel.
  - (4) Ocean transportation means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.
  - (5) Subcontractor means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract. However, effective May 1, 1996, the term does not include a supplier, materialman, distributor, or vendor of commercial items or commercial components.
  - (6) Supplies means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.
    - (i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.
    - (ii) Supplies includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.
  - (7) U.S.-flag vessel means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

- (b)
- (1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.
  - (2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if-
    - (i) This contract is a construction contract; or
    - (ii) The supplies being transported are-
      - (A) Noncommercial items; or
      - (B) Commercial items that-

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> W56HZV-04-C-0054 <b>MOD/AMD</b>	<b>Page 23 of 25</b>
---------------------------	--	----------------------

**Name of Offeror or Contractor:** ANALATOM INCORPORATED

(1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);

(2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that--

(1) U.S.-flag vessels are not available for timely shipment;

(2) The freight charges are inordinately excessive or unreasonable; or

(3) Freight charges are higher than charges to private persons for transportation of like goods.

(d) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum--

(1) Type, weight, and cube of cargo;

(2) Required shipping date;

(3) Special handling and discharge requirements;

(4) Loading and discharge points;

(5) Name of shipper and consignee;

(6) Prime contract number; and

(7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.

(e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Division of National Cargo, Office of Market Development, Maritime Administration, U.S. Department of Transportation, Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information--

(1) Prime contract number;

(2) Name of vessel;

(3) Vessel flag of registry;

(4) Date of loading;

(5) Port of loading;

(6) Port of final discharge;

(7) Description of commodity;

(8) Gross weight in pounds and cubic feet if available;

(9) Total ocean freight in U.S. dollars; and

(10) Name of the steamship company.

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> W56HZV-04-C-0054 <b>MOD/AMD</b>	<b>Page 24 of 25</b>
---------------------------	--	----------------------

**Name of Offeror or Contractor:** ANALATOM INCORPORATED

(f) The Contractor shall provide with its final invoice under this contract a representation that to the best of its knowledge and belief--

- (1) No ocean transportation was used in the performance of this contract;
- (2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;
- (3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all non-U.S.-flag ocean transportation; or
- (4) Ocean transportation was used and some or all of the shipments were made on non-U.S.-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

ITEM	CONTRACT	QUANTITY	TOTAL
DESCRIPTION	LINE ITEMS		

(g) If the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of non-U.S.-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.

(h) In the award of subcontracts for the types of supplies described in paragraph (b)(2) of this clause, the Contractor shall flow down the requirements of this clause as follows:

- (1) The Contractor shall insert the substance of this clause, including this paragraph (h) in all subcontracts that exceed the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation.
- (2) The Contractor shall insert the substance of paragraphs (a) through (e) of this clause, and this paragraph (h), in subcontracts that are at or below the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation.

[End of Clause]

I-99	52.204-4009 (TACOM)	MANDATORY USE OF CONTRACTOR TO GOVERNMENT ELECTRONIC COMMUNICATION	JUN/1999
------	------------------------	--	----------

(a) All references in the contract to the submission of written documentation shall mean electronic submission. All electronic submissions shall be in the formats and media described in the "Electronic Quotations/Offers/Bids Required in Response to this Request for Quotations/Proposals/Bids" clause elsewhere in this document. (See Section K for commercial acquisitions, Section L for RFPs, and Section I for RFQs.)

(b) This shall include all written unclassified communications between the Government and the Contractor except contract awards and contract modifications which shall be posted on the internet. Return receipt shall be used if a commercial application is available. Classified information shall be handled in full accordance with the appropriate security requirements.

(c) In order to be contractually binding, all Government communications requiring a Contracting Officer signature must be sent from the Contracting Officer's e-mail address. The Contractor shall designate the personnel with signature authority who can contractually bind the contractor. All binding contractor communication shall be sent from this contractor e-mail address(es).

(d) Upon award, the Contractor shall provide the Contracting Officer with a list of e-mail addresses for all administrative and technical personnel assigned to this contract.

(e) Unless exempted by the Procuring Contracting Officer in writing, all unclassified written communication after contract award shall be transmitted electronically.

[End of Clause]



CONTINUATION SHEET	Reference No. of Document Being Continued		Page 25 of 25
	PIIN/SIIN W56HZV-04-C-0054	MOD/AMD	

Name of Offeror or Contractor: ANALATOM INCORPORATED

SECTION J - LIST OF ATTACHMENTS

List of Addenda	Title	Date	Number of Pages	Transmitted By
Attachment 001	CONTRACT DATA REQUIREMENTS LIST (CDRL 1423)			

CONTRACT DATA REQUIREMENT LIST

Form Approval OMB No. 0704-0188

Public reporting burden for this collection of information is estimated to average 440 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either these addresses. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.

A. CONTRACT LINE ITEM NO.: 0002 D. SYSTEM/ITEM.....:  
B. EXHIBIT .....: A E. CONTRACT/PR NO.:  
C. CATEGORY.....: F. CONTRACTOR.....:

1. DATA ITEM NO.....: A001  
2. TITLE OF DATA ITEM.: Contractor's Progress, Status, and Management Report  
3. SUBTITLE.....: Phase II Progress Reports

4. AUTHORITY.....: DI-MGMT-80227  
5. CONTRACT REFERENCE.: Section

6. REQUIRING OFFICE...: 9. DIST. STATEMENT REQUIRED.: 12. DATE OF FIRST SUB.: See Block 16  
7. DD250 REQ.....: 10. FREQUENCY.....: See Block 16 13. DATE OF SUBS. SUB.: See Block 16  
8. APP CODE.....: 11. AS OF DATE.....: See Block 16

14. DISTRIBUTION	A. ADDRESSEES	B. COPIES:	DRAFT	FINAL
Andrew J. Scott, Contracting Officer's Representative (COR), E-mail:				
ScottAn@tacom.army.mil				1
Doug Schroeder, Contract Specialist, E-Mail: SchroedD@tacom.army.mil				1
James J. Liberatore, Administrative Contracting Officer (ACO), E-mail: JLiberatore@dcmdw.dcm.mil				1
		15. TOTAL:	1	*

\* In distributing the electronic report, according to the schedule in Block 16 below, the Contractor shall deliver one (1) copy to the Government, sent to Andrew J. Scott, Doug Schoeder and 'buyer to fill'e-mail addresses.

16. REMARKS:

- a. The Contractor shall deliver monthly progress reports. The first report by thirty (30) days after the contract award date.
- b. Complete the reports in accordance with (IAW) Data Item Description (DID) DI-MGMT-80227, "Contractor's Progress, Status, and Management Report." The COR is responsible for accepting or rejecting the "Contractor's Progress, Status, and Management Reports." See DID DI-MGMT-80227, at the Internet address below, for instructions on completing the required report.

<http://astimage.daps.dla.mil/docimages/0001\48\17\DI80227.PD8>

- c. Prepare the reports in the Contractor's format. Submit the reports using any of the following electronic formats:

- (1) Files readable using these Microsoft\* 97 Office Products (TACOM can currently read OFFICE 97\* and lower): Word, Excel, PowerPoint, or Access. Spreadsheets must be sent in a file format that includes all formulae, macro and format information. Print image is not acceptable. Executable files, other than self-extracting compressed files, are unacceptable.
- (2) Files in Adobe PDF (Portable Document Format). Scanners should be set to 200 dots per inch.
- (3) Files in HTML (Hypertext Markup Language). HTML documents must not contain active links to live Internet sites or pages. All linked information must be contained within your electronic report, and be accessible offline.
- (4) Other electronic formats. Before preparing your report in any other electronic format, please e-mail the COR, with an e-mail copy-furnished to amsta-idq@tacom.army.mil, to obtain a decision as to the format's acceptability. This e-mail must be received by the COR not later than ten calendar days before the draft report's due date. All alternate methods must be a no cost to the Government.

NOTES: (a) The above formats may be submitted in compressed form using self-extracting files.

(b) Files may be read-only, password protected.

d. Acceptable media: The Contractor shall submit reports via e-mail. If e-mail is not workable, other acceptable media include 100 or 250 Megabyte Zip\*-disk, 3 inch disk, or 650 megabyte CD-ROM. Identify the software application and version used to create each

file submitted.

(1) E-MAIL. Maximum size of each e-mail message shall be three and one-half (3.5) megabytes. Any compressed files must be self-extracting, and you must provide appropriate instructions. You may use multiple e-mail messages if necessary, however, you must annotate the subject lines in this manner: "Message 1 of 3, 2 of 3, 3 of 3."

(2) 100 or 250 MEGABYTE ZIP\*-DISK, 3 INCH DISK, OR 650 MEGABYTE CD ROM via U.S. Mail or other carrier. The Contractor shall label and all submitted disks with the Contract number, the Contractor's name, address and a contact's phone number.

NOTE: Please select only one medium by which to transmit each report. For instance, do not submit a report via e-mail and 100 megabyte Zip\*-disk.

\* Registered Trademark

17. PRICE GROUP:

18. ESTIMATED TOTAL PRICE :

1. DATA ITEM NO. ....: A002		
2. TITLE OF DATA ITEM.: Scientific and Technical Reports		
3. SUBTITLE ..... : Phase II Draft and Final Technical Reports		
4. AUTHORITY .....: DI-MISC-80711A		
5. CONTRACT REFERENCE: Section		
6. REQUIRING OFFICE...: AMSTA-	9. DIST. STATEMENT REQUIRED.:	12. DATE OF FIRST SUB.: See Block 16
7. DD250 REQ.....: DD	10. FREQUENCY.....: See Block 16	13. DATE OF SUBS. SUB.: See Block 16
8. APP CODE.....:	11. AS OF DATE.....: See Block 16	

14. DISTRIBUTION	A. ADDRESSEES	B. COPIES:	DRAFT	FINAL
Andrew J. Scott, Contracting Officer's Representative (COR), E-mail:				
ScottAn@tacom.army.mil			1	1
Doug Schroeder, Contract Specialist, E-Mail: SchroederD@tacom.army.mil				1
James J. Liberatore, Administrative Contracting Officer (ACO), E-mail: JLiberator@dcmdw.dcm.mil				1
		15. TOTAL:	1	1 *

\*In distributing electronic copies of the final report, according to the schedule in Block 16 below, the Contractor shall deliver one (1) copy to the Government, sent to Andrew J. Scott, Doug Schoeder and 'buyer to fill' e-mail addresses.

16. REMARKS:

a. The Contractor shall deliver one (1) draft "Scientific and Technical Report," twenty-two (22) months after contract award. The draft report shall include a completed Standard Form (SF) 298 (Report Documentation Page) as the report's cover sheet. The COR shall review the draft report and return it to the Contractor within thirty (30) days of receipt with comments. The Contractor shall submit one (1) final "Scientific and Technical Report" (with the completed SF 298) within thirty (30) days after receipt of draft comments.

c. Complete the reports IAW DID DI-MISC 80711A, "Scientific and Technical Reports." The COR is responsible for accepting or rejecting the draft and final reports, and for submitting the approved final report to the Defense Technical Information Center (DTIC), in Ft. Belvoir, VA. See the data item description (DI-MISC-80711A), at the Internet address below, for instructions on completing the required report.

<http://astimage.daps.dla.mil/docimages/0002\27\88\80711A.PD4>

You may download the SF 298 form, from the following Internet address:

<http://www.dtic.mil/dtic/forms/sf298template.doc>

You may download basic instructions for completing the SF 298 form, from the following Internet address:

[http://www.dtic.mil/dtic/forms/SF298\\_MS67.doc](http://www.dtic.mil/dtic/forms/SF298_MS67.doc)

Here are some additional instructions for completing the SF 298 form, that apply when submitting reports under the SBIR Program:

For each unclassified report, the Contractor shall fill in Block 12a (Distribution/Availability Statement) of the SF 298 with one

of the following statements:

- (a) Approved for public release; distribution unlimited.
- (b) Distribution authorized to U.S. Government Agencies only; contains proprietary information

Note: After reviewing the Contractor's entry in Block 12a, TACOM has final responsibility for assigning a distribution statement.

Block 13 (Abstract) of the SF 298 must include the first sentence, "Report developed under SBIR contract for topic A02-227." The abstract must identify the purpose of the work and briefly describe the work carried out, the finding or results, and the potential applications of the effort. Since the Department of Defense (DOD) will be publishing the abstract, it must not contain any proprietary or classified data.

Block 14 (Subject Terms) of the SF 298 must include the term "SBIR Report."

d. Prepare the reports in the Contractor's format. Submit the reports using any of the following electronic formats:

- (1) Files readable using these Microsoft\* 97 Office Products (TACOM can currently read OFFICE 97\* and lower): Word, Excel, PowerPoint, or Access. Spreadsheets must be sent in a file format that includes all formulae, macro and format information. Print image is not acceptable. Executable files, other than self-extracting compressed files, are unacceptable.
- (2) Files in Adobe PDF (Portable Document Format). Scanners should be set to 200 dots per inch.
- (3) Files in HTML (Hypertext Markup Language). HTML documents must not contain active links to live Internet sites or pages. All linked information must be contained within your electronic report, and be accessible offline.
- (4) Other electronic formats. Before preparing your report in any other electronic format, please e-mail the COR, with an e-mail copy-furnished to amsta-idq@tacom.army.mil, in order to obtain a decision as to the format's acceptability. This e-mail must be received by the COR not later than ten calendar days before the draft report's due date. All alternate methods must be a no cost to the Government.

NOTES: (a) The above formats may be submitted in compressed form using self-extracting files.  
(b) Files may be read-only, password protected.

e. Acceptable media: The Contractor shall submit reports via e-mail. If e-mail is not workable, other acceptable media include 100 or 250 Megabyte Zip\*-disk, 3 inch disk, or 650 megabyte CD ROM. Identify the software application and version used to create each file submitted.

(1) E-MAIL. Maximum size of each e-mail message shall be three and one-half (3.5) megabytes. Any compressed files must be self-extracting, and you must provide appropriate instructions. You may use multiple e-mail messages if necessary, however, you must annotate the subject lines in this manner: "Message 1 of 3, 2 of 3, 3 of 3."

(2) 100 or 250 MEGABYTE ZIP\*-DISK, 3 INCH DISK, OR 650 MEGABYTE CD ROM via U.S. Mail or other carrier. The Contractor shall label and all submitted disks with the Contract number, the Contractor's name, address and a contact's phone number.

NOTE: Please select only one medium by which to transmit each report. For instance, do not submit a report via e-mail and 100 megabyte Zip\*-disk.

\* Registered Trademark

17. PRICE GROUP:

18. ESTIMATED TOTAL PRICE:

1. DATA ITEM NO. ....: A003  
2. TITLE OF DATA ITEM.: Presentation Material  
3. SUBTITLE ..... :

4. AUTHORITY .....: DI-ADMN-81373

5. CONTRACT REFERENCE: Section

6. REQUIRING OFFICE....: AMSTA-

9. DIST. STATEMENT REQUIRED.:

12. DATE OF FIRST SUB.: See Block 16

7. DD250 REQ.....: DD                    10. FREQUENCY.....: See Block 16                    13. DATE OF SUBS. SUB.: See Block 16  
8. APP CODE.....:                    11. AS OF DATE.....: See Block 16

14. DISTRIBUTION	A. ADDRESSEES	B. COPIES:	INITIAL	FINAL
Andrew J. Scott, Contracting Officer's Representative (COR), E-mail: ScottAn@tacom.army.mil			1	1
	U.S. ARMY TACOM			
	AMSTA-TR-R, MS:263	15. TOTAL:	1	1
	Warren, MI 48397-5000			

16. REMARKS:

a. The Contractor shall deliver one (1) initial 3-panel display board, sixteen (16) months after contract award. The COR shall review the 3-panel display board and communicate any comments to the Contractor within thirty (30) days of receipt 3-panel display board. The Contractor shall deliver one (1) final 3-panel display board upon completion of contract.

b. The presentation material may be publicly displayed at government locations, or at professional or industry trade shows or conferences.

c. Complete the presentation material IAW DID DI-ADMIN-81373, "Presentation Material" and insert paragraph 10.3 below.

10.3 Requirement: Contractor shall prepare portable 3-panel display board, approximately 72Wx30H in size.

10.3.1 Left panel to include: Purpose, Problem and Procedure.

10.3.2 Center panel to include: Title, Illustrations/Photos and/or Graphics/Charts.

10.3.3 Right panel to include: Results and Conclusions.

d. See the data item description (DI-ADMIN-81373), at the Internet address below, for instructions on completing the required presentation material.

<http://131.82.253.19/docimages/0001/58/88/81373.PD2>

17. PRICE GROUP:

18. ESTIMATED TOTAL PRICE: